

COPY

I HEREBY CERTIFY THIS TO BE  
A TRUE COPY OF THE ORIGINAL  
FILED IN THIS OFFICE  
*Shera H. Nickle*  
CLERK OF COURTS  
UNION COUNTY, MARYSVILLE, OHIO

IN THE COURT OF COMMON PLEAS  
UNION COUNTY, OHIO

**COURTNEY FLAHERTY**

10288 Mitchell Dewitt Rd  
Plain City OH 43064,

Plaintiff,

v.

**PORTFOLIO RECOVERY ASSOCIATES, LLC**

c/o CSC-Lawyers Incorporating Service  
50 W. Broad St., Ste. 1800  
Columbus OH 43215

Defendant.

) CASE NO.: 15CU239

) JUDGE:

) CLASS ACTION COMPLAINT

COURT OF COMMON  
PLEAS  
UNION COUNTY, OHIO  
2015 DEC 30 AM 10:38  
*Shera H. Nickle*  
CLERK

Plaintiff, for her Complaint, states the following:

INTRODUCTION

1. This class action seeks monetary relief to redress a persistent pattern of wrongful conduct committed by Portfolio Recovery Associates, LLC (hereinafter, "PRA"). PRA files numerous collection law suits against Ohio debtors. A substantial portion of those law suits are filed in venues where the debtors do not live, and where there was no written contract signed within the venue. This causes unnecessary inconvenience to the debtor, and violates the federal Fair Debt Collection Practices Act, 15 U.S.C. 1692a, *et seq.*, ("FDCPA") including 15 U.S.C. 1692i.

**PARTIES**

**PRA**

2. PRA is a limited liability company organized under the laws of the State of Delaware.
3. PRA maintains an agent in Ohio for the purpose of accepting service of process.
4. PRA regularly files law suits in the State of Ohio, as part of its regularly conducted business activities.
5. PRA regularly acquires debts owed by consumers after the debts are in default, and then attempts to collect those debts, as part of its regularly conducted business activities.
6. PRA is engaged in the business of collecting debts.
7. PRA is a “debt collector” as defined by 15 U.S.C. §1692a(6) of the FDCPA.

**Ms. Flaherty**

8. Plaintiff Courtney Flaherty (“Ms. Flaherty”), is an individual resident of Union County, Ohio, and is a “consumer” as defined by 15 U.S.C. §1692a(3) of the FDCPA.
9. Ms. Flaherty brings this action on behalf of herself and a class of individuals as described below.
10. Ms. Flaherty seeks an award of appropriate damages, including statutory damages, reasonable attorney’s fees and such other relief as this Honorable Court deems appropriate.

**STATEMENT OF FACTS**

11. At all times relevant, Ms. Flaherty was a resident of Ohio.
12. Prior to 2015, Ms. Flaherty obtained a VISA credit card through Telhio Credit Union, and incurred charges (the “VISA Account”).

13. PRA has alleged that Ms. Flaherty owes a balance on the VISA Account (the "Alleged Debt").
14. Ms. Flaherty used the VISA Account primarily for her personal, family or household purposes.
15. Ms. Flaherty did not sign any written contract for the Alleged Debt in Madison County, Ohio.
16. On September 8, 2015, Ms. Flaherty lived in Union County, Ohio.
17. On September 8, 2015, PRA filed a civil law suit against Ms. Flaherty in Madison County Municipal Court, Ohio, in an attempt to collect the Alleged Debt (the "Collection Suit").
18. A copy of the complaint filed by PRA in the Collection Suit is attached as Exhibit 1.
19. PRA caused Ms. Flaherty to be served with a summons and copy of the complaint for the Collection Suit, at her home in Union County, Ohio.

#### **APPLICABLE LAW**

20. Section 1692i of the FDCPA prohibits debt collectors such as PRA from bringing legal actions against consumers in a judicial district other than where the consumer resides at the commencement of the action or where the consumer signed a contract sued upon.

#### **CLASS ALLEGATIONS**

21. PRA routinely files numerous collection law suits against Ohio residents.

22. PRA regularly files collection law suits against Ohio residents in counties where the defendant does not live and did not sign a contract upon which PRA sued, including but not limited to, instances where PRA used the city or village of a defendant's postal address without determining the actual location of the address.
23. PRA's actions of suing consumers in venues where the consumers do not live and did not sign a contract upon which PRA was suing, violate the FDCPA.
24. Pursuant to Civ. R. 23, Ms. Flaherty brings this action on behalf of herself and all other persons similarly situated.
25. The class which Ms. Flaherty seeks to represent is composed of:
- a. All individuals who have been sued by Portfolio Recovery Associates, LLC (hereafter, "PRA") in an Ohio court in an attempt to collect an alleged debt;
  - b. within one year of the filing of this case, through the present;
  - c. where the individual incurred the alleged debt primarily for personal, family or household purposes;
  - d. where the suit was filed in a court in whose territorial jurisdiction the individual did not live at the time suit was filed, and in which the individual did not sign a contract upon which PRA was suing; and
  - e. and where PRA has not obtained a judgment in the case.
26. The proposed class is so numerous that joinder of all members would be impracticable.
- The exact size of the proposed class, and the identity of the members thereof, are readily ascertainable from PRA's business records, and/or from public records.
27. There is a community of interest among the members of the proposed class in that there are questions of law and fact common to the proposed class that predominate over questions affecting only individual members.

28. These questions include, *inter alia*:

- a. whether PRA has filed suit in Ohio Courts against residents who do not live within the court's territorial jurisdiction and who did not sign a contract in the jurisdiction, upon which PRA is suing; and
- b. whether PRA's acts violate the FDCPA, including 15 U.S.C. 1692i.

29. Proof of a common set of facts will establish the liability of PRA and the right of each member of the class to recover.

30. Ms. Flaherty's claims are typical of those of the class she seeks to represent, and she will fairly and adequately represent the interests of the class.

31. Ms. Flaherty is represented by counsel that is competent and experienced in both consumer protection and class action litigation.

32. A class action is superior to other methods for the fair and efficient adjudication of this controversy. Because the damages suffered by the individual class members may be relatively small compared to the expense and burden of litigation, it would be impracticable and economically infeasible for class members to seek redress individually. The prosecution of separate actions by the individual class members, even if possible, would create a risk of inconsistent or varying adjudications with respect to individual class members against defendant PRA, and would establish incompatible standards of conduct for PRA.

33. Ms. Flaherty is entitled to a class representative incentive award for her services to the class, to be determined by the Court.

34. Ms. Flaherty's counsel is entitled to a reasonable fee from the class members, from a common fund, and/or from an award of statutory attorney fees pursuant to the FDCPA, for the litigation of this action, to be determined by the Court.

**CLAIM FOR RELIEF**

35. Ms. Flaherty incorporates by reference all facts and allegations contained in the previous paragraphs as though fully re-written and restated herein.

36. PRA filed suit against Ms. Flaherty in the Madison County Municipal Court, in whose territorial jurisdiction she did not live at the time the suit was filed, and in which she did not sign a contract sued upon.

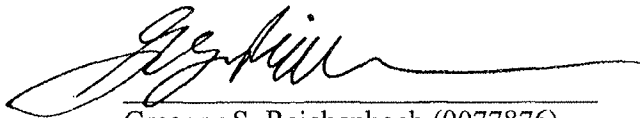
37. PRA's conduct as outlined herein violates the FDCPA, specifically 15 U.S.C. § 1692i.

38. As a result of the above violations of the FDCPA, PRA is liable to Ms. Flaherty, and each class member for: (1) statutory damages in the amount of one percent (1%) of the net worth of PRA, not to exceed \$500,000; (2) additional relief as the Court may allow; and (3) costs and reasonable attorney fees. 15 U.S.C. § 1692k(a).

WHEREFORE, Plaintiff Courtney Flaherty respectfully requests relief, on behalf of herself and each class member, as follows:

- a. Statutory damages available pursuant to 15 U.S.C. § 1692k;
- b. An appropriate class representative incentive award;
- c. Costs and reasonable attorney's fees, pursuant to the 15 U.S.C.A. § 1692k and other applicable law; and
- d. Such other and further relief as this Honorable Court deems proper.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Greg Reichenbach', with a long horizontal flourish extending to the right.

Gregory S. Reichenbach (0077876)

P.O. Box 256

Bluffton, OH 45817

PH: (419) 529-8300

FAX: (419) 529-8310

Greg@ReichenbachLaw.com

Attorney for Plaintiff

WILLIAMSON COUNTY  
MUNICIPAL COURT  
LOGANSBORO, OHIO

IN THE MADISON COUNTY MUNICIPAL COURT, OHIO

PORTFOLIO RECOVERY ASSOCIATES, LLC  
120 CORPORATE BLVD  
NORFOLK, VA 23502

PLAINTIFF

-vs-

COURTNEY FLAHERTY  
10288 MITCHELL DEWITT RD  
PLAIN CITY OH 43064

DEFENDANT

2015 SEP -8 AM 10:48  
CASE NO. CVF1500595

JUDGE:

COMPLAINT FOR MONEY

1. Plaintiff, Portfolio Recovery Associates, LLC, is a foreign Limited Liability Company registered to do business in the State of Ohio and the Defendant, upon information and belief, is an individual who resided and/or maintains an address and/or domicile sufficient to allow the Court to maintain jurisdiction and venue of this matter and action.
2. The Defendant entered into an agreement for a credit card account, an extension of credit, revolving installment agreement, services and/or the purchase of services/merchandise with U.S. BANK NATIONAL ASSOCIATION / U.S. BANK NATIONAL ASSOCIATION.
3. Portfolio Recovery Associates, LLC, is now the holder of said account, purchasing the same and entitled to all rights as owner thereof.
4. Defendant is in default for failing to make payments as required under terms of the agreement.
5. The amount due and owing on the account by the Defendant to Portfolio Recovery Associates, LLC is \$3,705.06. The full account records are not attached hereto because, upon information and belief: (a) Plaintiff is not the original creditor and does not have possession, custody or control of said records; (b) copies were sent monthly to the Defendant, and are/were in Defendant's possession, custody or control; (c) said account records may be voluminous and may be available at a later date.
6. Although Plaintiff has notified the Defendant of the above mentioned account, the Defendant has failed to liquidate the balance due and owing.

This communication is from a debt collector and is an attempt to collect a debt.  
Any information obtained will be used for that purpose.

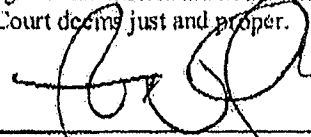


FROM: TO: 917403871022 09/17/2016 10:55:41 #11249 P.003/009





**WHEREFORE**, the Plaintiff prays for a Judgment against the Defendant in the amount of \$3,705.06 plus the costs of the within action, and any other relief this Court deems just and proper.



James Colabianchi, Jr. (Ohio Supreme Court # 0071396)

Robert N. Polas, Jr. (Ohio Supreme Court # 0088909)

Virginia B. Albright (Ohio Supreme Court # 0087577)

Kelly L. Williams (Ohio Supreme Court # 0080793)

Matthew Kunkle (Ohio Supreme Court # 0077683)

jeolabianchi@portfoliorecovery.com

rnpolas@portfoliorecovery.com

vbalbright@portfoliorecovery.com

KeLWilliams@portfoliorecovery.com

MSKunkle@portfoliorecovery.com

Staff Attorneys for Plaintiff

**Please send correspondences to:**

P.O. BOX 12903, NORFOLK, VA 23541

Office: 866/428-8102

Fax: (757) 518-0860

19-26244

This communication is from a debt collector and is an attempt to collect a debt.  
Any information obtained will be used for that purpose.

FROM: TO: 817403871022 09/17/2016 10:56:00 #11249 P.004/009

## EXHIBIT B

BILL OF SALE AND ASSIGNMENT OF ASSETS

The undersigned Assignor ("Assignor") hereby absolutely sells, transfers, assigns, sets-over, quitclaims and conveys to Portfolio Recovery Associates, LLC, a limited liability company organized under the laws of Delaware ("Assignee") on an "AS IS" and "WITH ALL FAULTS" basis, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, all of Assignor's right, title and interest in and to each of the assets identified in the Asset Schedule ("Asset Schedule") attached hereto as Exhibit A (the "Assets"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Assets remaining due and owing as of the date hereof (including but not limited to proceeds derived from the conversion, voluntary or involuntary, of any of the Assets into cash or other liquidated property, including, without limitation, insurance proceeds and condemnation awards), from and after the date of this Bill of Sale and Assignment of Assets.

DATED: January 21, 2015

<u>Lot Number</u>	<u>Account Type</u>	<u>Number of Assets</u>	<u>Balance</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

BUYER: Portfolio Recovery Associates, LLC

By: [Signature]  
 Name (print): Chris G. Mills  
 Title: Authorized Signer

ASSIGNOR: U.S. Bank National Association

By: [Signature]  
 Name (print): Joel G. Rebmann  
 Title: Sr. Vice President

By: [Signature]  
 Name (print): Jason Wilkerson  
 Title: VP - Recovery Manager



January 2015 Statement

Page 1 of 3



Open Date: 12/06/2014 Closing Date: 01/07/2015

Account: [REDACTED] 2752

Visa® Platinum Card  
COURTNEY FLAHERTYCardmember Service 1-800-558-3424  
ELN 4

New Balance \$3,122.93  
 Minimum Payment Due \$0.00  
 Payment Due Date 02/03/2015

Late Payment Warning: If we do not receive your  
 minimum payment by the date listed above, you may have  
 to pay up to a \$37.00 Late Fee.

## Activity Summary

Previous Balance	+	\$3,122.93
Payments		\$0.00
Other Credits	-	\$3,122.93CR
Purchases		\$0.00
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	-	\$128.00CR
Interest Charged	-	\$454.13CR

New Balance	=	\$3,122.93
Past Due		\$0.00
Minimum Payment Due		\$0.00
Credit Line		None
Available Credit		None
Days in Billing Period		33

## Payment Options:

Mail payment coupon  
with a checkPay online at  
myaccountaccess.comPay by phone  
1-800-558-3424

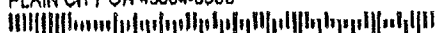
Please detach and send coupon with check payable to: Cardmember Service



24-Hour Cardmember Service: 1-800-558-3424

to pay by phone  
 to change your address

000008462 1 SP 000838258191568 S

COURTNEY FLAHERTY  
10288 MITCHELL DEWITT RD  
PLAIN CITY OH 43064-8968

Account Number	[REDACTED] 2752
Payment Due Date	2/03/2015
New Balance	\$3,122.93
Minimum Payment Due	\$0.00

Amount Enclosed \$ \_\_\_\_\_

Cardmember Service

P.O. Box 790408  
St. Louis, MO 63179-0408

FROM: TO: 817403871022 09/17/2015 10:56:27 #11249 P.006/009

**WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT**

If you think there is an error on your statement, please call us at the telephone number on the front of this statement, or write to us at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335.

In your letter or call, give us the following information:

- ▶ Account information: Your name and account number.
- ▶ Dollar amount: The dollar amount of the suspected error.
- ▶ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us within 60 days after the error appeared on your statement. While we investigate whether or not there has been an error, the following are true:
  - ▶ We cannot try to collect the amount in question, or report you as delinquent on that amount.
  - ▶ The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
  - ▶ While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
  - ▶ We can apply any unpaid amount against your credit limit.

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: Cardmember Service, P.O. Box 6335, Fargo, ND 58125-6335. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

**Important Information Regarding Your Account**

1. **INTEREST CHARGE:** Method of Computing Balance Subject to Interest Rate: We calculate the periodic rate or interest portion of the INTEREST CHARGE by multiplying the applicable Daily Periodic Rate ("DPR") by the Average Daily Balance ("ADB") (including new transactions) of the Purchase, Advance and Balance Transfer categories subject to interest, and then adding together the resulting interest from each category. We determine the ADB separately for the Purchases, Advances and Balance Transfer categories. To get the ADB in each category, we add together the daily balances in those categories for the billing cycle and divide the result by the number of days in the billing cycle. We determine the daily balances each day by taking the beginning balance of those Account categories (including any billed but unpaid interest, fees, credit insurance and other charges), adding any new interest, fees, and charges, and subtracting any payments or credits applied against your Account balances that day. We add a Purchase, Advance or Balance Transfer to the appropriate balances for those categories on the later of the transaction date or the first day of the statement period. Billed but unpaid interest on Purchases, Advances and Balance Transfers is added to the appropriate balances for those categories each month on the statement date. Billed but unpaid Advance Transaction Fees are added to the Advance balance of your Account on the date they are charged to your Account. Any billed but unpaid fees on Purchases, credit insurance charges, and other charges are added to the Purchase balance of the Account on the date they are charged to the Account. Billed but unpaid fees on Balance Transfers are added to the Balance Transfer balance of the Account on the date they are charged to the Account. In other words, billed and unpaid interest, fees, and charges will be included in the ADB of your Account that accrues interest and will reduce the amount of credit available to you. Credit insurance charges are not included in the ADB calculation for Purchases until the first day of the billing cycle following the date the credit insurance premium is charged to the Account. Prior statement balances subject to an interest-free period that have been paid on or before the payment due date in the current billing cycle are not included in the ADB calculation.
2. **Payment Information:** You must pay us in U.S. Dollars with checks or similar payment instruments drawn on a financial institution located in the United States. We will also accept payment in U.S. Dollars via the Internet or phone or previously established automatic payment transaction. We may, at our option, choose to accept a payment drawn on a foreign financial institution. However, you will be charged and agree to pay any collection fees required in connection with such a transaction. The date you mail a payment is different than the date we receive that payment. The payment date is the day we receive your check or money order at Cardmember Service, P.O. Box 790408, St. Louis, MO 63179-0408 or the day we receive your electronic or phone payment. All payments by check or money order accompanied by a payment coupon and received at this payment address will be credited to your Account on the day of receipt if received by 5:00 p.m. CT on any banking day. Mailed payments that do not include the payment coupon and/or are mailed to a different address will be processed within 5 banking days of receipt and credited to your Account on the day of receipt. In addition, if you mail your payment without a payment coupon or to an incorrect address, it may result in a delayed credit to your Account, additional INTEREST CHARGES, fees, and possible suspension of your Account. Internet and telephone payment options are available, and crediting times vary (but generally must be made before 5:00 p.m. CT to 8 p.m. CT depending on what day and how the payment is made). If you are making an Internet or telephone payment, please contact Cardmember Service for times specific to your Account and your payment option. Banking days are all calendar days except Saturday, Sunday and federal holidays. Payments due on a Saturday, Sunday or federal holiday and received on those days will be credited on the day of receipt. There is no prepayment penalty if you pay your balance at any time prior to your payment due date.
3. **Credit Reporting:** We may report information on your Account to Credit Bureaus. Late payments, missed payments or other defaults on your Account may be reflected in your credit report.



January 2015 Statement 12/06/2014 - 01/07/2015

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COURTNEY FLAHERTY

Cardmember Service 1-800-558-3424

**Important Messages**

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Each time you or a third party on your behalf, pays your bill by personal check, you authorize us to convert that payment into an electronic debit. If the check is processed electronically, the checking account will be debited for the amount on the check and the debit will appear on your account statement. If you have any questions, please contact us at the inquiries phone number located on this statement.

**Transactions****Payments and Other Credits**

Post Date	Trans Date	Ref #	Transaction Description	Amount
12/31			CHARGE OFF	\$3,122.93CR
			TOTAL THIS PERIOD	\$3,122.93CR

**Fees**

Post Date	Trans Date	Ref #	Transaction Description	Amount
12/31			REVERSAL OF LATE PAYMENT FEE	\$128.00CR
			TOTAL FEES THIS PERIOD	\$128.00CR

**Interest Charged**

Post Date	Transaction Description	Amount
12/31	INTEREST REVERSAL	\$454.13CR
	TOTAL INTEREST THIS PERIOD	\$454.13CR

**2015 Totals Year-to-Date**

Total Fees Charged in 2015	\$128.00CR
Total Interest Charged in 2015	\$454.13CR

Continued on Next Page

FROM: TO: 917403871022 09/17/2016 10:57:26 #11249 P.008/009



January 2015 Statement 12/08/2014 - 01/07/2015

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COURTNEY FLAHERTY

Cardmember Service ☎ 1-800-558-3424

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

\*\*APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00		\$0.00	0.00%	
**PURCHASES	\$3,705.08	\$0.00		\$0.00	0.00%	
**ADVANCES	\$0.00	\$0.00		\$0.00	0.00%	

**Contact Us****☎ Phone**

Voice: 1-800-558-3424  
TDD: 1-888-352-6455  
Fax: 1-888-816-1750

**? Questions**

Cardmember Service  
P.O. Box 6354  
Fargo, ND 58125-8354

**Mail payment coupon  
with a check**

Cardmember Service  
P.O. Box 790408  
St. Louis, MO 63179-0408

**Online**

myaccountaccess.com

End of Statement

FROM: TO: 817403871022 09/17/2016 10:57:46 #11249 P.009/009